

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM384631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NSI INDUSTRIES, LLC		05/17/2016	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	NXT CAPITAL, LLC, AS AGENT		
Street Address:	191 NORTH WACKER DRIVE, 30TH FL		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2771149	EASY TAP	
Registration Number:	3198471	NSI	
Registration Number:	3982287	RESPONSIBLE ENERGY	
Registration Number:	3727930	TORK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	05/17/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of May, 2016, by **NSI INDUSTRIES, LLC**, a North Carolina limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of May 17, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 17, 2016, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Collateral Agreement, the terms and provisions of the Collateral Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark registration and application listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

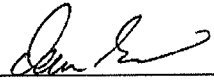
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NSI INDUSTRIES, LLC

By: 
Name: T. Andrew Boswell
Title: Vice President, Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC, as Agent

By: 
Name: Dan Green
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005795 FRAME: 0254

SCHEDULE 1

Trademark Registrations

Credit Party	Trademark	Registration Number	Registration Date	Jurisdiction
NSi Industries, LLC	EASY TAP	2771149	Registered: 10/7/2003 Renewed: 9/18/2013	U.S.
NSi Industries, LLC	NSI	3198471	Registered: 1/16/2007 Renewed: 12/19/2012	U.S.
NSi Industries, LLC	RESPONSIBLE ENERGY and Design	3982287	Registered: 6/21/2011	U.S.
NSi Industries, LLC	TORK	3727930	Registered: 12/22/2009 Renewed: 9/18/2015	U.S.
NSi Industries, LLC	TORK	TMA164650	Registered: 8/15/1969 Renewed: 8/15/2014	Canada
NSi Industries, LLC	TORK	116617	Registered: 3/1/1964 Renewed: 7/5/2013	Mexico

Trademark Applications

None.